

Federation of Indian FPOs and Aggregators (FIFA)

(A 100% subsidiary of NAFED)

“REQUEST FOR QUOTATION” (RFQ) Ref.No. HO/FOF/NRM/2020-21/1 closing on 26/03/2021



Federations of Indian FPOs and Aggregators (FIFA)

100% Subsidiary of

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)

NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014

Telephone Number: 091-11-26340019, 26341810; Fax: 091-11-26340261

REQUEST FOR QUOTATION

**NOTICE INVITING REQUEST FOR
QUOTATION (RFQ) FOR**

**EMPANELMENT OF AGENCY FOR OPERATING VIRTUAL INPUT MARKET PLATFORM
(IMP)**

FOR NAFED RURAL MARTS (NRM)

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| 1. RFQ Ref. No. | : HO/FOF/NRM/2020-21/1 |
| 2. Date of Issue of RFQ | : 09 th March 2021 |
| 3. Pre-bid meeting | : 16 th March 2021 at 3:00 PM |
| 4. Last date for Submission of RFQ | : 26 nd March 2021 at 3:00 PM |

A. LIST OF ABBREVIATIONS

NAFED	National Agricultural Cooperative Marketing Federation of India Ltd.
FIFA	Federations of Indian FPOs and Aggregators
RFQ	Request for Quotation
NRM	NAFED Rural Mart
FPO	Farmer Producer Organizations
CBBO	Community based business organization
SP	Service Provider
IMP	Integrated Marketing Platform
API	Application Programming Interface
IOT	Internet of Things
CERT-In	Indian Computer Emergency Response Team
MIS	Management Information System
MVP	Minimum Viable Product
SRS	Software Requirement Specification
UAT	User Acceptance Testing
STQC	Standard Testing and Quality Certification
LLP	Limited Liability Partnership
DBMS	Database Management System
OS	Operating Software
DCS	Data Centre Services
DRE	Disaster Recovery Environment
FF&V	Fresh Fruits & Vegetables
e-NAM	Electronic National Agriculture Market
MT	Metric Tons
APMC	Agricultural Produce & Livestock Market Committee
MEITY	Ministry of Electronics & Information Technology
CPP Portal	Central Public Procurement Portal
CR	Change Request
CSP	Cloud Service Provider
PII	Personally Identifiable Information
PCI DSS	Payment Card Industry Data Security Standard
DDoS	Distributed Denial of Service
SLA	Service Level Agreement
ESI	Electronically Stored Information
OEM	Original Equipment Manufacturer
NBD On-site	Next Business Day
CVC	Central Vigilance Commission
ER diagram	Entity-Relationship Diagram
FRS	Functional Requirement Specification

INVITATION OF “REQUEST FOR QUOTATION” (RFQ) FOR EMPANELMENT OF AGENCIES FOR OPERATING INPUT MARKET PLATFORM (IMP) FOR NAFED RURAL MART

Federation of Indian FPOs and Aggregators (FIFA) on behalf of National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) invites REQUEST FOR QUOTATION (RFQ) in sealed cover or through email with password protected rar file from all eligible agencies for empanelment of an agency for operating Input Market Platform (IMP) for NAFED RURAL MARTs (NRM).

1. BACKGROUND

- a. FIFA, a 100% subsidiary of NAFED is planning to create nationwide NAFED RURAL MARTs (NRMs) in partnership with FPO members to supply quality agri-inputs and essential goods to farmers. FIFA-NAFED has more than 1500 member societies currently and FPOs and this number will increase to 5000 within 3 to 4 years.
- b. India is evolving faster than ever before with the number of monthly active internet users fast approaching the half a billion mark (451 million, to be precise) in 2019. In tandem with this trend, Indian agri inputs marketing (particularly, brand and product promotion) needs to evolve from its time warp mode of using the age-old methods, techniques and channels for communications since several decades.
- c. India's agri-inputs industry comprises three key sub-sectors viz., crop protection (pesticides), crop nutrition (fertilizers), and seeds. According to FICCI, its value stood at US\$ 5 billion (2018), with domestic consumption at US\$ 2.77 billion. The industry is set to grow at an impressive 8.1% annually and touch US\$ 8.1 billion by 2025.
- d. FIFA-NAFED is planning to set up 1000 NRMs in the next two years at various locations across the country. FPOs will mobilize resources to create infrastructure needed for setting up NRM and operate these NRMs. FIFA will connect with various suppliers for sustainable quality supply at competitive prices. FIFA-NAFED will partner with eligible service providers in each state to operate the IMP platform in order to aggregate demand from various NRMs.
- e. FIFA/ NAFED is inviting bid from the competent service provider companies with **EXISTING PLATFORM** (Solution) for operating IMP platform in each zone and assist in aggregating demand and arrange suppliers through online platform in order to bring efficiency, scale and competitive prices. The revenue earned from supply of agri-inputs and essential goods will be shared with the service providers in lieu of managing and operating the platform.

2. OBJECTIVE OF THE IMP FOR NAFED RURAL MART

- a) To provide Online eco-system and related services for aggregating requirements of agri inputs & farm implements directly from Farmers, Societies and FPOs.
- b) To provide advisory services to the farmers.

3. INPUT MARKET PLATFORM (IMP) SHOULD INCLUDE FOLLOWING FEATURES

- a) SP will provide a dedicated electronic online marketplace for NAFED and related services

- required to aggregate the requirements of farmers and FPOs for onward submission to NAFED.
- b) SP shall ensure all required security features as per latest GOI directives are in place. SP is required to get the security audit done of the proposed IMP for NAFED RURAL MART solution through a certifying agency like GOI empanelled auditors / CERT-In / STQC.
 - c) The e-Marketplace shall give access to the following user groups
 - i. NAFED/ FIFA officials
 - ii. CBBOs
 - iii. FPOs
 - iv. Farmers
 - d) Features for NAFED/ FIFA Officials
 - i. FPO wise consolidated agri input requirement
 - ii. Region wise, Product wise/FPOs wise Transaction details
 - iii. Sales Volume, Sales Value and Commission MIS Reports
 - iv. FPO profiling
 - v. FPO performance tracking
 - vi. Reports & dashboards
 - vii. Place orders for inputs on input vendors and sell them to farmers
 - e) Features for FPOs
 - i. Detailed profile of member farmers
 - ii. Buy agri-produce and sell it
 - iii. Farmer-wise payment settlement solution & ledger
 - iv. Payment transfer, ledger maintenance, etc.
 - f) Features for Farmers
 - i. Farmers will update farming details for every crop cycle. The details will include crops sown (variety), land under cultivation, sowing period, estimated harvesting time.
 - ii. Farmers can access guide on local language best farming practices for all major crops
 - iii. Farmers can place orders for inputs
 - g) Portal may have integrated feature of farmer land geo-tagging. FPOs shall be responsible for geo-fencing of the farm lands using the app on the e-portal.
 - h) All the farmers registered on the portal will be given access to mobile app of the e-portal

4. ROLE OF SERVICE PROVIDER (SP)

- a) SP will provide a dedicated electronic online marketplace for NAFED and related services required to aggregate the requirements of farmers and FPOs for onward submission to NAFED. They can use their existing online marketplace for this purpose.
- b) SP shall ensure all required security features as per latest GOI directives are in place. SP is required to get the security audit done of the proposed IMP for NAFED RURAL MART solution through a certifying agency like GOI empanelled auditors / CERT-In / STQC.
- c) Helpdesk for FPOs – SP will set up a dedicated helpdesk for FPOs.
- d) Training & implementation support – SP will provide training and implementation support to FPOs regarding usage of Application.
- e) Train the trainers – FPOs to Kisan – SP will provide training modules to FPOs to further train the farmers.

- f) Advisory Services – SP may provide advisory services regarding demand assessment, crop monitoring and acreage, weather information to registered users.
- g) SP will provide technology inputs for weather, crop health, market rates/ arrivals, etc.
- h) SP will assist FIFA/NAFED in data collection and generating MIS reports/information as per the requirement in the required data sheets.
- i) SP shall give full access of their system to integrate into NAFED/FIFA platform. The information shall be encrypted and shall be used only by NAFED/FIFA.

5. TECHNICAL SCOPE OF WORK FOR WHICH RFQ IS INVITED:

- a) Input Market Platform (IMP) with FIFA/NAFED branding for all NRMs
- b) Customization of IMP if required during the contract period
- c) Providing and managing the complete hosting infrastructure for IMP
- d) Implementation and Handholding of all the stakeholders
- e) System Training of FPOs through FIFA and CBBO (a dedicated training team with regular online sessions will be set up for training on IMP for running NRM)
- f) Operational Training of FPOs and Market Staff
- g) Train the trainers
- h) On boarding of suppliers on system / Creating market segments
- i) Security audit of the system by Cert-IN empaneled Audit agencies/STQC
- j) Setting up IT help desk function for troubleshooting
- k) SP will assist FIFA/NAFED in data collection and generating MIS reports/information as per the requirement in the required data sheets.
- l) SP shall give full access of their system to integrate into NAFED/FIFA platform. The information shall be encrypted and shall be used only by NAFED/FIFA.

6. DELIVERABLES

- a) **Immediate implementation:** The Service Provider (SP) should be ready to roll out the IMP within 30 days after signing agreement with NAFED/FIFA and launch it in its zone for FIFA member FPOs who are interested in setting up NRM for supply of Agri-inputs and essential goods. In this 30 days period, SP shall set up the infra, deploy the software, integrate with NAFED/FIFA and member FPOs, other stakeholders, test system, security audit from Cert-In empanelled and make it ready for implementation.
- b) Implementation after customization of templates, rules, payment mechanisms etc.

Comment [a1]: This may please be looked into as not appropriate

7. DATA CENTRE AND HOSTING SERVICES

- a) SP shall make arrangements, at its own cost and expenses, for all the data centre infrastructure and facilities including hardware, networking devices, licenses and security apparatus necessary to host the set of applications that constitute the IMP for NRM. The infrastructure to be provided initially shall be based on the minimum volumes agreed upon by the Parties.
- b) SP shall provide separate Sub-domain for hosting of web interface for IMP.
- c) The Data Center Services and the Service levels for Data Center Services are as per Schedule I of this Agreement.
- d) The Parties recognize that as the number of transactions grows, SP in consultation with the FIFA/NAFED shall plan for such growth and augment its infrastructure as required at its own cost and expense without recourse to FIFA/NAFED.
- e) Along with infrastructure at the data centre, SP undertakes to monitor and maintain the set of software applications constituting the IMP, including but not limited to maintaining Data back-

ups, connectivity to various applications, managing up time and failovers, managing deployment of changes and upgrades.

- f) Error correction: SP shall correct any faults or errors at its own cost and expenses. SP shall, in accordance with the time limits agreed hereunder, aim to achieve corrective actions within the time frames set forth in the Service Level Objectives as detailed in Schedule I to this Agreement.
- g) Versions and releases of the IMP for NRM: SP shall upgrade the IMP with new versions and releases within the regular release management of SP and shall deploy such versions and releases to NRM. Any new version or release shall be documented by SP.
- h) Functionality upgrades: SP, at its sole discretion, may decide suitable functionalities to be included in IMP for NRM for the betterment and efficient trade functionalities.
- i) Technical releases, like technical upgrades, which SP is forced to undertake due to the changes in underlying infrastructure components including DBMS, OS and Firmware upgrades.

8. TRAINING SERVICES AND OPERATIONAL SUPPORT

- a) SP shall provide training Services and operation support, which shall include training of Societies/FPOs, FIFA/NAFED personnel/Staff, and other participants, supporting the NRM in every manner after it adopts the IMP for NRM and all such activities for successful deployment of the NRM in its operations.
- b) SP shall schedule training for societies and FPOs at multiple central locations across India identified and agreed upon by FIFA/NAFED and SP by mutual consent and provide the training on all such locations.
- c) SP shall deploy sufficient resources in each state for initial handholding of the system for at least 1 year. Service provider should ensure that all the users and FIFA/NAFED team officials are well versed with the system and usability of the same.
- d) SP, in addition to the initial hands-on training to be provided to Societies/FPOs, FIFA/NAFED personnel/Staff, and other participants, also agrees to make available and provide audio visual training modules which shall be available online to all users at all time.

9. HELPDESK AND SUPPORT

- a) The service provider shall provide telephone and e-mail based support to FIFA/NAFED officials and users of system from 10 AM to 6 PM on working days.
- b) Service provider shall provide dedicated phone numbers for Help desk. This helpdesk shall be first and single point of contact. The executives in help desk shall resolve any technical issues related to IMP for NRM. The service provider shall provide manpower on cost basis to FIFA/NAFED, if required, at any location across India for support.

10. DURATION

Duration of the engagement will be initially for 3 year or trial basis. This will be extended based on the performance of the service provider for operating the IMP.

11. ELIGIBILITY AND EVALUATION CRITERIA

- a) The intending SP shall be a legal entity viz. Company, Co-operative, Partnership firm, LLP etc. duly registered under the provisions of Central or State government.
- b) The intending SP or its associate should have been in operation for at least three years as on 31st March 2021 and shall have valid PAN and GST registration in its name.
- c) The SP shall have an average turn-over of at least Rs. 1 Cr during the immediately preceding 3

(Three) Financial Years (i.e. 2017-2018, 2018-19 and 2019-20) along with a certificate from a Certified Chartered Accountant.

- d) The SP must have positive financial net worth for each of the immediately preceding 3 (Three) Financial years. Net worth of the last financial year i.e. FY 2019-20 should be minimum of Rs. 10 Lac.
- e) For the purposes of this RFQ, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under common control with such Bidder (the "Associate"). The expression "Control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law, contract/agreement or otherwise.
- f) The SP should have been in the business of IT/ Agritech /e-Mandi /e-Markets/FPO formation and promotion with platform for the last three Financial Years (i.e. FY 2017-18, 2018-19 & 2019-20).
- g) The SP or its associate must have ownership of the IMP.
- h) The SP should have expertise in agri-inputs market related activities.

12. Earnest Money Deposit

- a. The EMD per zone is Rs. 50,000/- in case the bidder wants to apply for single state then EMD will be Rs. 25,000/-. Details placed in Annexure E.
- b. Bid must be accompanied by Earnest Money Deposit (EMD) of required amount by way of DD payable to "**Federation of Indian FPOs of Aggregators**" or through RTGS/ NEFT as per following Bank details.

Account Name : Federation of Indian FPOs and Aggregators at New Delhi.
Bank Account No : 000701271457
Name of the Bank : ICICI Bank
Bank Branch : New Delhi Branch
IFSC Code :ICIC0000007

- c. FIFA/NAFED shall not pay any interest on the EMD. Bids not accompanied by EMD shall be summarily rejected. In case the bid submitted is non-responsive, the Earnest Money Deposited by the SP shall stand forfeited.
 - d. The Earnest Money (without interest) shall be returned to all unsuccessful SPs as early as possible within a period of 30 days from the date of issue of the contract award letter to the successful SP. EMD of the successful SP shall be returned after submission of aforesaid security deposit (SD) by the SP. No interest shall be payable on Earnest Money, in any case.
 - e. As per Government of India and MSME guidelines, the MSME are exempted from EMD amount on submission of relevant and appropriate documents/certificates.

13. Security Deposit

- a) The successful SP, within 7 (Seven) working days from the date of acceptance of its offer, shall furnish to FIFA a Security Deposit of Rs. 1,00,000/- (Rs One Lakh only) in the form of irrevocable bank guarantee issued by a scheduled bank in India valid for three years.
- b) The security deposit will remain with FIFA/NAFED throughout the contract period and 6 months thereafter.

- c) If the successful SP has been called upon by the FIFA/NAFED to furnish aforesaid Security Deposit fails to do so within the specified period, it shall be lawful for the FIFA/NAFED to cancel the contract, forfeit the EMD and award the contract at the Risk and Cost of such SP.
- d) If the successful SP fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for FIFA/NAFED to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the SP and to appropriate the Security Deposit furnished by the SP or any part thereof towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the FIFA/NAFED.

14. SELECTION CRITERIA

- a) Technical selection – Party should comply with the eligibility criteria.
- b) Financial selection – Party with lowest profit sharing percentage shall be selected in each state/zone.

15. TERMS AND CONDITIONS OF RFQ

Participating firms shall indicate acceptance of terms & conditions of RFQ as given below:

- a) Confidentiality: All the information provided to the vendors shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.
- b) Statutory requirement, official secrets act, safety and security rules: Applicant agency shall also abide by all statutory requirements, Official Secrets Act 1923, Security and Safety Rules. The Empanelled Party will have to enter into an agreement with FIFA/NAFED subsequent to empanelment/award of work.
- c) Submission of RFQ: FIFA, a 100% subsidiary of NAFED invites Request for Quotation (RFQ) from eligible and interested parties to take up the assignment. RFQ complete in all respect with all supporting documents along with page number in an envelope securely closed (Sealed), Super scribed with RFQ Ref No, Due Date, Time, and name of firm addressed to General Manager (FOF), NAFED, NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014, should be deposited on or before 22.03.2021 at 1500 hours, in the Tender Box of Outsourcing Department, NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014. Pre-bid meeting will be conducted on 12.03.2021 at 3 PM. The interested SPs could send a mail to fifaho@nafed-india.com to participate in the pre-bid meeting. The link for the pre-bid meeting will be shared personally only with the SPs who notify the FIFA-NAFED personnel on the mentioned E-Mail ID. Any other query/concern will not be entertained before the pre-bid meeting either via E-mail or telephone. The link for the meeting will be sent through E-mail to the parties that notify as mentioned above.
- d) Opening of RFQ: The RFQ received will be opened on 23.03.2021 at 1500 Hours. Participated agencies, who wish to remain present during the RFQ opening, should nominate on their company's letter head the name and designation of one person authorized to remain present at the time of opening the RFQ and sends this letter so as to reach the undersigned at least one working day prior to closing date of the RFQ or through an E-mail (password protected rar file) on the above-mentioned E-Mail ID.
 - i. Both Technical and Financial bid shall be provided in separate covers.
 - ii. The bids received with open financial bid shall be rejected.

16. MODIFICATION OF RFQ

At any time prior to deadlines for submission of proposals, FIFA/NAFED may for any reason, modify the RFQ document. All such amendment shall become part of the RFQ and same will be notified on NAFED's website. The respondents are required to have a watch on NAFED's website for any such amendment.

17. DISCLAIMER

- a) All information contained in this, Request for Quotation (RFQ) subsequently provided/clarified is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.
- b) FIFA/NAFED reserves the right not to respond, to questions raised or provide clarification sought, in its sole discretion, if it considers that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling on the part of FIFA/NAFED requiring to respond to any question or to provide any clarification
- c) FIFA/NAFED reserves the right to modify the terms and conditions of the RFQ and subsequent processes,
- d) FIFA/NAFED may in its sole and absolute discretion, independently verify any information in any submission.
- e) Each applicant should conduct its own investigation and analysis & should check the accuracy, reliability and completeness of the information in this Expression of Interest. Applicants should make their own independent investigation in relation to any additional information that may be required.
- f) The SP should adhere to FARMERS' PRODUCE TRADE AND COMMERCE (PROMOTION AND FACILITATION) BILL, 2020 and any amendments in the Bill will have to be adhered by the SP.
- g) NAFED-FIFA shall be the sole owner of all the data collated on the system and platform. SP shall not use this data for any purpose without written permission of NAFED-FIFA.
- h) NAFED-FIFA shall deal with only with the SP who shall be responsible for all the activities to NAFED. The SP can tie-up with partners for carrying out operations.

18. COST OF PARTICIPATION:

The prospective vendors shall be at all costs associated with the preparation or delivery of its RFQ, participating in discussions etc. including costs and expenses related with visits to NAFED's office and the site(s). FIFA/NAFED will in no case be responsible or liable for those costs and expenses.

19. CONTACT PERSON:

For any technical clarification, you are requested to contact Mr. Unnikrishna Kurup R., GM, FOF, NAFED, and Tel: 091-11-26340019, 26341810, email id: ukurup@nafed-india.com

20. HOLIDAY LISTING

The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with FIFA/NAFED in such matters. Also, while participating in the tender and performing the contracts, contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. FIFA/NAFED shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by FIFA/NAFED and available separately in NAFED website shall be applicable in the context of all

tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by FIFA/NAFED.

21. Integrity Pact (IP)

Integrity Pact may be an integral part of their in tender document as and when internally finalize in FIFA/NAFED. SPs are requested check the NAFED website from time to time for any corrigendum.

22. Force majeure

- a) Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.
- b) It is agreed between the parties that the performance of obligations under this agreement is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- c) Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.
- d) During the continuance of the Force Majeure, **FIFA/NAFED** reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the **FIFA/NAFED** may also suspend the agreement for such period as is considered expedient, the Selected SP agrees and consents that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- e) The Selected SP agrees and understands that if the Force Majeure condition continues for a long period, then the FIFA/NAFED in its own judgment and discretion, may terminate this Agreement and in such case Selected SP agrees that the they shall have no right or claim of any nature whatsoever and FIFA/NAFED shall be released and discharged of all its obligations and liabilities under this Agreement.

23. TERM AND TERMINATION

- a) The term of the engagement shall be three (3) year from the Effective Date subject to renewal every year with the approval of FIFA/NAFED.
- b) A notice for renewal of the term of the engagement shall be issued by the FIFA/NAFED at least one month before the expiry of the Term of this Agreement.
- c) NAFED/FIFA has the right to terminate the contract with 1 month notice.

21.1 Termination

- a) This engagment may be terminated by either Party by issuing an advance notice of three months, if the other Party;

- i. Breaches any material term or condition of this Agreement and fails to remedy the breach, if capable of being remedied, within a period of thirty (30) days from the receipt of a notice of breach from the party not in breach; or
 - ii. Becomes the subject of any voluntary or involuntary bankruptcy or insolvency proceedings under any applicable law and such proceeding is not terminated within ninety (90) days of its commencement.
- b) The engagement can be terminated by either Party by giving an advance notice of three months to the other Party and no damages and/or penalty and/or any other charges, by whatever named called, will be imposed by that other Party on an early exit before the expiry of the term of this Agreement.
 - c) FIFA/NAFED at its sole discretion may terminate this agreement, if any policy guidelines issued by Government of India warrant as such with or without giving one month notice as the situation warrants.

21.2 Consequences of expiration or termination by FIFA/NAFED

- a) Upon the expiry of the Term of this Agreement or termination of this Agreement by FIFA/NAFED, all rights granted to FIFA/NAFED in the NRM pursuant to this Agreement shall continue to remain with FIFA/NAFED.
- b) For avoidance of any doubt, it is expressly agreed between the Parties that all accrued rights and liabilities till the date of termination shall remain in force notwithstanding the termination of this Agreement.
- c) In case FIFA/NAFED decides to continue use of NRM, SP shall migrate data of the NRM to FIFA/NAFED identified platform subject to mutually agreed terms or if FIFA/NAFED avails of data migration services from any other third party at its discretion, then SP shall render all assistance to such third party for data migration.

21.3 Consequences of termination by SP

No termination of this Agreement by SP shall be effective unless:-

- a) The Parties have agreed on a plan to migrate the data centre to a location as decided by the FIFA/NAFED and completion of handover process by SP for FIFA/NAFED to avail Data Centre Services and the customized NRM through any other party; and
- b) SP has migrated the data center and hosting services to a location as directed by FIFA/NAFED along with the latest updated NRM.
- c) SP shall ensure that operation of the NRM is not disrupted from the time it gives a notice for termination of this Agreement till such time the termination becomes effective.
- d) In case of termination of this Agreement by SP before the expiry of the term of Agreement, SP shall return or refund any fee that has been received in advance.
- e) Upon the termination by SP being effective, the FIFA/NAFED may appoint any other party as service provider for the services covered under this Agreement.

21.4 Transfer of system on expiry of the contract

- a) The Parties have agreed that on expiry of contract, SP shall transfer the system to FIFA/NAFED and host it to the data centre specified by FIFA/NAFED. All the earlier data and the system in running condition will be handed over to FIFA/NAFED. Service provider shall provide technical support for the system for 30 days post transfer without any additional cost to FIFA/NAFED.
- b) FIFA/NAFED shall provide all related data centre with adequate hardware and system software to hosting of NRM.

- c) Service provider shall transfer technical know-how related to hosting and usage of NRM to FIFA/NAFED's technical team or any consultant appointed by FIFA/NAFED.

22 LIMITATION OF LIABILITY AND INDEMNITIES

- a) The **Service Provider** agree to indemnify, without delay or demur, FIFA/NAFED and keep FIFA/NAFED indemnified and harmless at all times from and against any and all claims, damages, losses, costs and expenses (including attorney's fees) which FIFA/NAFED may incur or suffer, directly or indirectly, arising from or in connection with;
 - i. Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body in relation to NRM;
 - ii. Breach of this Agreement by the Service Provider;
 - iii. Any error, default, fraud, acts, omission, negligence, inaccuracy, error or omission of any data, programming code, functionality of a software module or misconduct of the Service Provider, its employees or third party vendor(if any);
 - iv. Any inaccuracy, error or omission of any data, programming code, information or message as provided by the Service Provider or any third party on behalf of the Service Provider, or the transmission or delivery of any such data, information or message as provided by the Service Provider and/or any third party on behalf of the Service Provider;
- b) Service Provider hereby agrees to defend, indemnify and hold harmless **FIFA/NAFED** against any liability, losses, damages or costs (including any legal costs) incurred or suffered by **FIFA/NAFED** as a result of any breach, negligent act or omission or wilful default on the part of Service Provider, or its Representatives arising either directly or indirectly from the performance (or non-performance) by Service Provider or any of its Representatives of any obligations under this RFQ.
- c) **FIFA/NAFED** shall not be liable to the Service Provider for any special, indirect, consequential, punitive or exemplary damages, including for greater certainty any damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business.
- d) Notwithstanding anything to the contrary herein, if **FIFA/NAFED** notifies Service Provider that any service (or NRM software) needs to be withdrawn from the market, and Service Provider refuses or otherwise fails to do so in a timely fashion, Service Provider agrees to indemnify **FIFA/NAFED**, its affiliates, and their respective officers, directors, employees, agents and shareholders, from and against any and all liability, loses, damages or costs, including legal costs, incurred or suffered by **FIFA/NAFED** as a result of any such failure or refusal.

23 APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- a) This contract shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of Republic of India.
- b) All or any disputes arising out or touching upon or in relation to the terms of this RFQ and consequent contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force, The Arbitration Proceedings shall be conducted by a Sole Arbitrator who shall be appointed with due process of law. The venue and seat of the Arbitration shall be at New Delhi, India and language of arbitration shall be

English. It is hereby clarified that during the Arbitration Proceeding the Parties shall continue to perform their respective rights and obligations under the agreement.”

- c) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between FIFA/NAFED and selected SPs.

SCHEDULE I

Security Requirements

1. SP will ensure all required security features as per latest GOI directives are in place. The software system and other services provided by SP must comply with latest amended Indian IT act 2000, relevant CVC guidelines, STQC guidelines. SP is required to get the security audit done of the proposed **IMP for NAFED RURAL MART** solution through a certifying agency like GOI empanelled auditors / CERT-In / STQC.
2. All the required documentation to be submitted to certifying agency for (Security Audit and/or STQC) shall be prepared by SP.
3. **SELECTED SP** will comply with all key security requirements as per CVC/ STQC guidelines that may be applicable/relevant related to **E-Portals. The IMP shall comply with CVC guidelines, wherever applicable, related to portals.**
4. **Security:**
 - a) **IMP Application for NAFED RURAL MART** must be accessed over SSL
 - b) Application level security in terms of user roles and responsibilities.
 - c) Multiple user profiles can be linked to single user.
 - d) Application should have features to block hacking attempts such as brute force attack, ransom ware, malware, SQL injection, cookie stealing, session hijacking etc.
 - e) All data of portal will be confidential and **SELECTED SP** will not share to any third party or use this data for his own benefit. Any data usage or sharing requirements must be approved by **FIFA/NAFED** in advance.
 - f) **SELECTED SP** will not share source code of the application to any other organisation.
 - g) At every data entry field, proper validations should be present; they must not be only at client side but also at server side.
 - h) User profile details needs to be stored in encrypted format (MD5 algorithm, password hash or any other).
 - i) To increase security use of authentication token may be considered.
 - j) Multiple user login from same id should not be allowed.
 - k) Portal must keep record of each and every activity happening on portal for audit trail.
 - l) In case of any security vulnerability detected on application framework or backend programming languages used, the **SELECTED SP** will patch or upgrade the application to support new version of programming language/tool as soon as possible.
5. An audit trail of transactions occurring on the IMP including creation of user accounts and any change in their privileges shall be maintained by **SELECTED SP** for a period of 3 years, subsequently the data shall be archived and a back-up of same shall be given to **FIFA/NAFED** .
6. **SELECTED SP** will be responsible for ensuring that the security features in the IMP application are always up to date with the latest technology and best practices.
7. **SELECTED SP** will be responsible for ensuring that the application is free of all security vulnerabilities and its performance is optimized at all times.
8. **SELECTED SP** will be responsible for managing all the incidents, bugs and problems reported by the users related to the IMP and ensuring that the same are diagnosed and fixed immediately so as to provide 99.9% solution uptime to the users.

SCHEDULE II

Support, Maintenance & Help desk Requirements

SELECTED SP shall provide technical and functional support to the users.

1. **Application maintenance** : **SELECTED SP** will carry out following activities as per agreement-
 - a) Solve all problems/bugs relates to modules or visual presentation of **IMP for NAFED RURAL MART**.
 - b) Implement any **FIFA/NAFED** requested enhancement to the application.
 - c) Apply any software “patches” and upgrades to the IMP, as they become available, to make sure system is reliable and protected from known security issues and bugs.
 - d) Monitor health of the servers by checking resources utilization, so as to ensure optimal speed of delivering content to the application users.
 - e) Perform load testing before launch so as to ensure that the application performs well during live environment.
2. The SP shall provide escalation matrix which may be used for lower severity issues. High severity/Critical Issues may require direct escalation to higher/all levels.

SCHEDULE III

NAFED RURAL MART Specifications

1. **Data Security - Back-up & Disaster Recover:**
 - a) Daily Automated incremental backups of data, excluding the OS
 - b) Weekly full back ups
 - c) A second physical copy of database (database back-up) will be provided by **SELECTED SP** to **FIFA/NAFED** on external hard-disks on quarterly, to be provided by **FIFA/NAFED**. The copy of the database back-up will be maintained by **FIFA/NAFED**
 - d) All data shall be available in E-portal for the period of 3 years, post that the data shall be moved to archive. Any request to retrieve the data from archive shall be completed within 24 hours of placing the request by FIFA/NAFED.
2. **SELECTED SP** will provide detailed exit plan for future implementation at **FIFA/NAFED** level in case it decided to terminate the agreement.
3. The Application needs to have multiple login ID, user roles, profiles, permissions and dashboards for role based and permission based access.
4. The system should provide seamless communication channels within the users of the **NAFED RURAL MART**. Email, OTP, Dashboard notification etc. are to be provided in the system.
5. Advanced Filter option in web reports with relevant MIS and reports in excel, PDF format.
6. The software needs to be integrated with E-mail and SMS gateways to send automated notification and alerts to various users. The system should provide functionality to trigger the escalation to higher official once the process is delayed as per the prescribed information. The

- higher officials should be notified immediately for the delay and give an option to take action on the same.
7. The system should notify FIFA/NAFED and send auto e-mail/SMS alerts to users before expiry of their different licenses and/or empanelment, to comply with the requirements.
 8. **Search:** there should be advanced search functionality to allow users to search and filter required information within **E-Portal**.
 9. **FIFA/NAFED** will be the owner of **NAFED RURAL MART** and Intellectual Property Rights of **NAFED RURAL MART** shall vests with **FIFA/NAFED**.
 10. **SELECTED SP** will not outsource any work to any third party vendor or organisation without written consent of **FIFA/NAFED** .

SCHEDULE IV

Integration Requirements

The IMP Application for **NAFED RURAL MART** must be able to integrate with various following services as and when required by FIFA/NAFED and up to the satisfaction of FIFA/NAFED, in a time bound manner:

- a) Various external portal
- b) Bank Gateways
- c) E-mail Gateways
- d) SMS gateways
- e) WhatsApp API
- f) Any other service as and when required as per business need.

Annexure-A

Information Security Certificate

(This certificate is to be rendered on Letterhead of the SP)

This is to certify that–

1. Hardware and the software being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:-
 - (a) Obstruct the desired and the designed function of hardware.
 - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
 - (c) Tap the information regarding network, users and information stored on the network of the FIFA/NAFED or otherwise.
 - (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. There are no Trojans, viruses, worms, spywares or any malicious programming code of such kind on the system and in the software/OS supplied.
3. We undertake to be liable in case of any loss that may be caused to the FIFA/NAFED due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.
4. We shall make sure that all the data of **NAFED RURAL MART** application and the data shared by the FIFA/NAFED will be kept within the geographical boundaries of India.

Date:
Name and designation

(Signature of Authorized Signatory) Place:

Company

Seal:

Annexure-B**Particulars of Service Provider (SP)**

Name of the Service Provider		
1.	Office Address	
2.	Telephone Number	
3.	Fax No.	
4.	Mobile Number	
5.	Email Id	
6. Nature of the Firm i.e., whether Registered Partnership Firm/ LLP, or a Private Limited Company, or a Public Limited Company incorporated in India or a Cooperative Registered in India.		
7. Names and contact details of all Partners/Directors/ members of Managing Committee of the SP on the date of submission of Bid. (Separate sheet may be attached)		
a) Name of the Contact Persons authorized		
b) Telephone No.		
c) Mobile No.		
d) Email ID		
e) Photo ID Card No.		
PAN No. of SP (enclose a scanned copy of PAN Card of the firm)		
Service Tax Registration No. (enclose a scanned copy of proof of service tax registration number of the firm)		
VAT Registration No. (enclose a scanned copy of proof of VAT Registration Number of the firm)		
Details of SPs Bank Account	Account Name	
	Bank Name & Branch	
	Account Number	
	IFSC	

Annexure-C

Certificate for Financial Turn-over

Certified that M/s _____ having their Registered Office at _____ has been having financial turnover of at least Rs. 5 Crores during each of the last 3 Financial Years. The details are as under:

Financial Year	Turn Over in each year (Rs. Crores)	Average Turnover in the last 3 financial years (Rs. Crores)
2017-18		
2018-19		
2019-2020		

This certificate is issued based on documentary evidences and audited Accounts produced to me and copies of which are available with me which I shall be able to produce if required by the FIFA/NAFED. The certificate is true and correct to the best of my knowledge and belief.

Signature	
Name of the person signing:	
Designation:	Company Secretary/Chartered Accountant
Name of the firm:	
Registration No./Membership No.	
Address	
Email address:	
Contact Numbers:	

Date:

Place:

Annexure-D

Schedule of Financial Bid

The General Manager

Farmer Outreach & Facilitation (FOF) Division
NAFED, New Delhi

Sir,

1. We hereby submit the Financial bid for operation of IMP for NAFED RURAL MART (NRM) with hosting, training, operational support, and helpdesk support.
2. We have thoroughly examined and understood all the terms & conditions as contained in the Bid document and agree to abide by them.
3. The Financial bid is submitted below as per the format provided in RFQ.

Description of work	Financial bid (in figures)	Financial bid (in words)
Operation of IMP for NAFED RURAL MART (NRM) with hosting, training, operational support, and helpdesk support	Charges in _____ (%) Percentage of the commission earned by FIFA/NAFED for supply of Agri-inputs and other essential goods	Charges _____ Percent

Yours faithfully,

Signature of SP
(Capacity in which signing)
Stamp of Firm
Date:
Place:

Annexure-E

List of States for setting up NAFED RURAL MART (NRM) WITH FPOs

The EMD per zone is Rs. 50,000/- in case the bidder wants to apply for single state then EMD will be Rs. 25,000/-.

Sr. No	Zone	States	EMD (Rs)
	North	Jammu & Kashmir Punjab Haryana Himachal Pradesh Uttar Pradesh Chandigarh Ladakh Delhi	50,000
	North East	Assam Manipur Meghalaya Sikkim Arunachal Pradesh Tripura Nagaland	50,000
	East	West Bengal Odisha Bihar Jharkhand	50,000
	Central	Madhya Pradesh Chattisgarh Rajasthan	50,000
	West	Gujrat Maharashtra Dadar Nagar & Haveli Daman and Diu	50,000
	South	Andhra Pradesh Telangana Karnataka Kerala Tamil Nadu Puducherry	50,000

		Andaman and Nicobar Lakswadweep	
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Annexure-F

List of Documents to be submitted with technical bid:

S. No.	List of documents	(Page no.)
1	Scanned copy of the prescribed Bid document comprising of Part- A complete in all respect along with all Attachments including Appendices, Annexures, and Supporting Documents etc. duly filled and signed on each page by the SP.	
2	Self- attested copy of documents in support of the Minimum eligibility criteria stipulated in the Bid Document	
3	Proof of payment of Tender fee by RTGS / NEFT/ ELECTRONIC MODE.	
4	Proof of payment of EMD by RTGS / NEFT/ ELECTRONIC MODE	
5	"Particulars of SP" as prescribed in Annexure-A	
6	Declaration as per specified format	
7	Certificate of Incorporation, Memorandum & Articles of Association etc. as applicable	
8	Power of Attorney in respect of Authorized signatory for signing the bids, if applicable	
9	Resolution passed by the Company authorizing the person signing the Bid to do so on behalf of the company, if applicable	
10	Self -attested copy of PAN card of the firm.	
11	Self -attested copy of proof of Service Tax registration number of the firm	
12	Self-attested copy of proof of VAT registration number of the firm	

13	Chartered Accountant/Company Secretary attested copy of duly audited P&L Account and Balance Sheet of last 3 financial years i.e. 2017-18, 2018-19 & 2019-20.	
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